

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

ROSE ANN PAGUIRIGAN, individually and on
behalf of all others similarly situated,

Plaintiff,

JUDGMENT
17-CV-1302 (NG) (JO)

-against-

PROMPT NURSING EMPLOYMENT AGENCY
LLC d/b/a/ SENTOSA SERVICES,
SENTOSACARE LLC, SENTOSA NURSING
RECRUITMENT AGENCY, BENJAMIN LANDA,
BENT PHILIPSON, BERISH RUBENSTEIN a/k/a
BARRY RUBENSTEIN, FRANCIS LUYUN,
GOLDEN GATE REHABILITATION & HEALTH
CARE CENTER LLC, and SPRING CREEK
REHABILITATION AND NURSING CENTER,

Defendants.

----- X

An Opinion and Order of Honorable Nina Gershon, United States District Judge, having been filed on September 24, 2019, granting summary judgment motion in favor of Defendants' Landa and Philipson regarding plaintiff's breach of contract claim; denying summary judgment motion for the rest of the defendants' except for Prompt Nursing's counterclaim for breach of contract against the named plaintiff; granting summary judgment motion as to liability on breach of contract claim in favor of Plaintiffs' against Prompt Nursing and Rubenstein; granting in favor of Plaintiffs' for declaratory and injunctive relief, and declaring the liquidated damages provision in all plaintiffs' contracts, and the confessions of judgment, to be unenforceable and to enter an injunction permanently enjoining defendants from attempting or threatening to enforce either; granting summary judgment motion as to liability on the TVPA claims against all defendants; and directing the Clerk of Court to enter partial summary judgment; it is

ORDERED and ADJUDGED that summary judgment motion regarding plaintiff's breach of contract claim is hereby granted in favor of Defendants' Landa and Philipson; that summary judgment motion for the rest of defendants except for Prompt Nursing's counterclaim

JUDGMENT 17-CV-1302 (NG)(JO)

for breach of contract against the named plaintiff is denied; that summary judgment motion as to liability on breach of contract claim in favor of Plaintiffs' against Prompt Nursing and Rubenstein is granted; that Plaintiffs' declaratory and injunctive relief is granted; that liquidated damages provision in all plaintiffs' contracts, and the confessions of judgment are hereby unenforceable; that an injunction is hereby entered permanently enjoining defendants from attempting or threatening to enforce either; and that summary judgment motion as to liability on the TVPA claims against all defendants is granted.

Dated: Brooklyn, NY
September 27, 2019

Douglas C. Palmer
Clerk of Court

By: /s/Tiffany Campbell
Deputy Clerk